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a California Corporation

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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

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11 DOAN INVESTMENTS, a California
Corporation

12 Plaintiff,

13 v.

14 EMIL BEROLDO, VIRGINIA BEROLDO,
15 NICOLO PIOMBO, SR., NICOLO
PIOMBO JR., SUSAN PIOMBO, GRASS
VALLEY GARBAGE SERVICE, GRASS
VALLEY DISPOSAL SERVICE, CITY OF
GRASS VALLEY, COUNTY OF
NEVADA,

16 Defendants.
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19 AND ALL RELATED CROSS-ACTION.
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CASE NO. S-98-0914 FCD DAD

**STIPULATION AND ORDER
TERMINATING THE TRUST ACCOUNT,
DISCHARGING AND RELEASING
BRADY AND KRASNOFF AS TRUSTEES,
AND DISBURSING ANY REMAINING
TRUST FUNDS TO DOAN
INVESTMENTS**

22 **STIPULATION**

23 WHEREAS, Plaintiff DOAN INVESTMENTS, a California Corporation (“Plaintiff”), filed
24 this action against Defendants Emil Beroldo, Virginia Beroldo, Nicolo Piombo, Sr., Nicolo
25 Piombo Jr., Susan Piombo, Grass Valley Garbage Service, Grass Valley Disposal Service, City
26 of Grass Valley, and County of Nevada (“Defendants”).

27 WHEREAS, the Parties entered into a written Settlement Agreement (“Agreement”),
28 approved and filed with this Court on July 21, 2003, which, among other things, recognized that

1 Plaintiff's counsel, Michael Brady ("Brady") had established the Grass Valley Burn Dump
2 Remediation Trust Account with Bank of the West, 601 J Street, Sacramento, California 95814
3 (now located at 500 Capitol Mall, Sacramento, California 95814) ("Trust Account"), for purposes
4 of funding certain work specified in the Agreement.

5 WHEREAS the funds from the Trust Account were disbursed upon joint signature of co-
6 trustees Brady and Peter M. Krasnoff, P.E. ("Krasnoff").

7 WHEREAS the parties to the above-entitled action agreed that upon completion of all
8 obligations in the Agreement, all remaining funds in the Trust Account, if any, would be disbursed
9 to Doan Investments.

10 WHEREAS the parties to the above entitled action agreed that Brady would provide ten
11 days' notice to all counsel before such disbursement back to Doan Investments along with a copy of
12 a No Further Action letter(s).

13 WHEREAS all obligations in the Agreement were satisfied and the No Further Action
14 Letters, dated June 27, 2012, , and December 16, 2013, along with the required ten days' notice
15 was sent to all counsel on January 26, 2015.

16 WHEREAS, pursuant to the Agreement, no counsel and/or party objected to terminating
17 Trust Account, disbursing the funds and discharging trustees Brady and Krasnoff.

18 Therefore, as Defendants have not objected within 10 days of the Notice of Plaintiff's intent
19 to terminate the Trust Account and/or disburse the remaining funds to Doan Investments and
20 discharge and release Brady and Krasnoff as co-trustees of the Trust, Plaintiff requests that the
21 Court sign the attached Order to close the matter.

22 Dated: February 11, 2015

BRADY & VINDING

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24 By: /s/Michael E. Vinding
Michael E. Vinding
25 Attorneys for Plaintiff
Doan Investments, a California Corporation
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ORDER

2 Based on the Agreement and the stipulation of the parties included therein, and good cause
3 appearing therefore, IT IS APPROVED and IT IS ORDERED that the Trust Account established in
4 the above matter be terminated, all funds disbursed to Doan Investments and that Brady and
5 Krasnoff be discharged and released as co-trustees of Trust.

6 || IT IS SO ORDERED.

7 | Dated: March 3, 2015


MORRISON C. ENGLAND, JR., CHIEF JUDGE
UNITED STATES DISTRICT COURT